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## NOTES

THE LAW SCHOOL.—The REVIEW takes great pleasure in announcing the appointments to the Faculty of Law, of Herman Oliphant, LL. B., University of Chicago, to be Professor of Law; and of Richard R. Powell, LL. B., Columbia 1914, to be Assistant Professor of Law. Professor Oliphant gave the course on Bills and Notes in the Summer Session, Columbia Law School, 1920 and heretofore has been Professor of Law at the Law School of the University of Chicago. Professor Powell has been in active practice in Rochester, New York, and has given the second half of the course in Torts in the Columbia Law School, 1921.

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*Quantum Meruit* FOR BENEFITS CONFERRED WITHOUT REQUEST UNDER A VALID CONTRACT WITH A THIRD PERSON.—Two interesting problems are presented by the recent case of *Winton v. Amos* (1921) 41 Sup. Ct. 342. (1) When can there be recovery for benefits conferred without request? (2) To what extent does an express contract fully performed on the part of the plaintiff prevent recovery in *quantum meruit*? The facts material to the discussion are as follows. The Dawes Commission, created by Congress to procure the extinguishment of the tribal lands in Indian Territory, refused to recognize the claims of the Mississippi Choctaws to share in the allotment of the lands of the Choctaw nation. The testator procured contracts with about 1000 Mississippi Choctaws by the terms of which he agreed to use his best efforts to secure their rights in the lands and funds of the tribe, for a fee of one-half the net interest of each allottee in the amount recovered. Much time was spent in working on these claims. The rights of the Mississippi Choctaws were finally recognized, but some of the necessary legislation had declared void all contracts looking to the incumbrance of the land. Subsequently, but prior to the determination of the rights of the Indians, the testator procured a set of new contracts. It should be noted that in order to establish the rights of his clients, it was necessary for the testator to establish the rights of all the Mississippi Choctaws. Later, an act of Congress was passed giving the Court of Claims jurisdiction to hear the claims of the estate of Winton against the Mississippi Choctaws, and to render judgment on the principle of *quantum meruit* in such amounts as might appear equitably due. An amendatory act provided that the land allotted to the Mississippi Choctaws was subject to a lien to the extent of the claims of Winton, subject to the final judgment of the court. The plaintiffs brought an action against all the Mississippi Choctaws. The Supreme Court, in sending the case back for additional findings as to whether or not Winton's efforts actually procured the legislation, *held*, that the plaintiffs could recover against all the Mississippi Choctaws in *quantum meruit*.

No general rule can be formulated by which to determine when recovery may be had for benefits conferred without request. Therefore, in order to understand the principal case better, let us examine some similar situations and try to discover the reasons for the results reached. Usually, where in the furtherance of his own affairs one confers a benefit upon another, he cannot recover even though he expected compensation.<sup>1</sup> The reason seems to be that the defendant's gain is

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<sup>1</sup> *Walker v. Stetson* (1894) 162 Mass. 86, 38 N. E. 18; *Ulmer v. Farnsworth* (1888) 80 Me. 500, 15 Atl. 65; *Loring v. Bacon* (1808) 4 Mass. 575; see *Peters v. Gallagher* (1877) 37 Mich. 407, 411.